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NINA STONE

Electronically FILED by
Superior Court of California,
County of Los Angeles
2/04/2025 6:30 PM
David W. Slayton,
Executive Officer/Clerk of Court,
By E. Galicia, Deputy Clerk

**IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES**

NINA STONE, individually
Plaintiff,

v.

INVESCO LTD. INC., a Bermuda Corporation;
and INVESCO GROUP SERVICES, INC., a
Delaware Corporation, CHARLIE ROSE, an
individual, and DOES 1 through 50, inclusive.

Defendants.

Case No. **25STCV03115**

COMPLAINT FOR DAMAGES

1. Retaliation in Violation of FEHA (Government Code §12940, et seq.);
2. Retaliation in Violation of Labor Code §1102.5;
3. Retaliation in Violation of Labor Code § 98.6;
4. Age Discrimination in Violation of FEHA (Government Code § 12940, et seq.);
5. Gender/Sex Discrimination in Violation of FEHA (Government Code §12940, et seq.);
6. Hostile Work Environment Harassment in Violation of FEHA (Government Code § 12940, et seq.);
7. Failure to Prevent Discrimination and Harassment in Violation of FEHA (Government Code § 12940, et seq.);
8. Intentional Infliction of Emotional Distress;
9. Wrongful Termination in Violation of Public Policy;
10. Breach of Contract; and
11. Defamation in Violation of Labor Code § 44 and §46(3)

DEMAND FOR JURY TRIAL

1. Plaintiff NINA STONE (“Stone” or “Plaintiff”) individually, brings this action against

1 Defendants INVESCO LTD. (“Invesco”), a Bermuda Corporation, and its subsidiary, INVESCO
2 GROUP SERVICES, INC. (“Invesco Group Services”), a Delaware Corporation, CHARLIE ROSE
3 (“Rose”), an individual, and DOES 1 through 50, inclusive.

4 ***PARTIES***

5 2. Plaintiff is, and at all times relevant to this action was, a resident of the City of Westlake
6 Village, California. At all relevant times Plaintiff was employed by Defendant Invesco working
7 predominantly from Invesco’s downtown Los Angeles office. Therefore, the events giving rise to this
8 action arose in Los Angeles, California, Los Angeles County.

9 3. Plaintiff is informed and believes based on public filings, and based thereon alleges, that
10 Defendant Invesco Ltd. is a Bermuda Corporation with headquarters in Atlanta, Georgia and is
11 authorized to do business in California.

12 4. Plaintiff is informed and believes based on public filings, and based thereon alleges, that
13 Defendant Invesco Group Services, Inc. is a Delaware Corporation and is authorized to do business in
14 California.

15 5. Defendant Charlie Rose is, and at all times mentioned in this Complaint was, an
16 individual residing in California.

17 6. Plaintiff does not know the true names of Defendants Does 1 through 50, inclusive, and
18 therefore sues them by those fictitious names. The names, capacities, and relationships of Defendants
19 Does 1 through 50, inclusive, will be alleged by amendment to this Complaint when the same are known
20 to Plaintiff.

21 7. The true names and capacities, whether individual, corporate, associate or otherwise, of
22 defendants Does 1 through 50 (“Does”), inclusive and each of them, are not known to Plaintiff at this
23 time. Such Does are legally responsible for the events and happenings described herein and for the
24 damages proximately caused thereby. Plaintiff will seek the leave of the Court to amend this complaint to
25 set forth the true names and capacities of any such Does when they have been ascertained.

26 8. On information and belief, at all times mentioned herein, defendants, inclusive and each
27 of them, including without limitation any Does, were acting in concert and participation with each other;
28 were joint participants and collaborators in the acts complained of; and were the agents and/or employees

1 of one another in doing the acts complained of herein, each acting within the course and scope of said
2 agency and/or employment.

3 9. Invesco, Invesco Group Services, Rose, and Does 1 through 50, inclusive, are collectively
4 referred to hereafter as “Defendants”.

5 ***JURISDICTION AND VENUE***

6 10. This Court has jurisdiction over Defendants because at all times relevant, they were
7 authorized to transact and are transacting business in California.

8 11. Venue is proper in this Court pursuant to Code of Civil Procedure § 395, because the acts,
9 events and omissions complained of herein occurred in Los Angeles County, California.

10 ***EXHAUSTION OF ADMINISTRATIVE REMEDIES***

11 12. On or about February 4, 2025, Plaintiff obtained a Right to Sue Letter from the California
12 Civil Rights Department attached hereto as Exhibit A.

13 ***GENERAL ALLEGATIONS***

14 13. Plaintiff Nina Stone (“Stone”) is a 45-year-old Latino-Caucasian, divorced single mother
15 who began working for Invesco Ltd (“Invesco”) on November 30, 2022, as a Co-Portfolio Manager of
16 Invesco Commercial Real Estate Finance Trust (“INCREF”), until her wrongful termination on April 1,
17 2024.

18 14. Ms. Stone, until her wrongful termination, exceeded her performance goals that were
19 defined and agreed to in writing in March 2023, in fund raising, deployment, and fund performance (the
20 “original goals”).

21 15. Ms. Stone worked diligently to meet her ancillary performance goals of developing debt
22 acumen by attending training sessions and taking courses.

23 16. Ms. Stone was tasked with updating and improving the current reporting practices on
24 behalf of the debt platform.

25 17. INCREF was a new fund that had not raised significant capital and therefore had not
26 generated material revenues. As a result, resources in terms of people and financial models had not been
27 dedicated to this fund.

28 18. The fund is supported by the Fund Operations team and is led by Courtney Popelka

1 (“Popelka”). Fund Operations is responsible for much of this infrastructure and corresponds directly with
2 the Accounting team for reporting publicly filed financial statements. Ms. Popelka mentioned on several
3 occasions that her team did not have the bandwidth to support this fund and that the fund models that
4 were being used up until that point were a “hodge-podge” from other similar funds strung together in the
5 interest of time.

6 19. Ms. Stone built a detailed compliance management tool to test each new investment for
7 compliance with the investment parameters of the fund, REIT rules, and various securities regulations,
8 including the Investment Company Act of 1940 and Securities Act of 1933. The Compliance Team
9 repeatedly called this the best compliance tool in the firm.

10 20. Despite Ms. Stone’s diligence, there were reporting and analytical issues regarding the
11 INCREF fund. Around the first quarterly financial filing, the fund reported a loss in net interest income.
12 The loss was caused by the fact that the Fund Operations team failed to make a timely payment on the
13 subscription line after equity proceeds were received, which meant that the fund was significantly
14 overpaying interest expenses. This is something that could have been avoided had the proper team,
15 procedures, and oversight been in place. Ms. Popelka recognized the mistake and rectified the situation.
16 Ms. Stone reported this incident to her manager and President of Global Debt Team, Charlie Rose
17 (“Rose”), in June 2023.

18 21. Further, the model that Fund Operations created had a material error in the calculation of
19 returns, resulting in inaccurate performance calculations. Ms. Stone also reported this error in June of
20 2023 to Mr. Rose and Ms. Popelka.

21 22. The error was fixed, but Ms. Stone’s reputation was damaged as a result of reporting the
22 issue.

23 23. In the summer of 2023, Ms. Stone became increasingly concerned about her ability to
24 carry out her fiduciary duties and for potential fraud because the firm was soliciting a fund and raising
25 capital from investors using documents, presentations and verbal communication stating that the fund
26 had certain infrastructure in place that did not exist at that time. Ms. Stone mentioned this to Mr. Rose in
27 June of 2023 and Mr. Rose asked Ms. Stone to create a list of all the errors, shortcomings, and items
28 needed.

1 24. Defendants retaliated against Ms. Stone for reporting potential fraud. After Ms. Stone
2 provided the list, Mr. Rose's attitude toward Ms. Stone soured at the end of the summer. After Ms. Stone
3 reported the potential fraud, Mr. Rose: stopped inviting her to investor meetings, he began inviting her
4 male counterpart to Ms. Stone's meetings and accused Ms. Stone of duplicating efforts. Mr. Rose was
5 creating a paper trail to support his eventual decision to wrongfully terminate Ms. Stone.

6 25. A male colleague also noticed these errors, Kevin Sierra ("Sierra"), and reported it to Ms.
7 Popelka. Mr. Sierra was not put on a PIP or terminated. In fact, Mr. Sierra was recently promoted.

8 26. After being on the team for six months, Ms. Stone requested a performance review and
9 scheduled a meeting with Mr. Rose. Mr. Rose was not able to make time for the scheduled meeting and
10 announced at the last minute their meeting would need to be rescheduled.

11 27. On September 23, 2023, Mr. Rose provided Ms. Stone a performance review, stating:
12 Ms. Stone was "doing too much," without elaborating on what that meant or how to improve, outlined
13 several new items that were defined around how to work with the team and were generally common
14 sense, like avoid duplication of work and receive good reviews from teammates. None of the feedback
15 was tied to specific business objectives. Ms. Stone took this as an indication that she was performing
16 well, but these were helpful tips to work better in the team dynamic. Mr. Rose did not communicate a
17 rating or tell Ms. Stone that her performance was not meeting his expectations.

18 28. However, Mr. Rose submitted a different performance review for Ms. Stone on their
19 internal platform. Unlike the first iteration of her review, Mr. Rose indicated that "goals that had not been
20 met", which were entirely new and without any mention of the business goals defined in March 2023.
21 Mr. Rose changed all the goals late in the year after substantial completion of the original goals, and he
22 did not communicate that these new goals would replace the old goals as the basis for performance and
23 compensation matters for the year.

24 29. Mr. Rose repeatedly made comments about Ms. Stone's ancestry, national origin, marital
25 status, and "class" status resulting in a hostile work environment. During a team lunch in October 2023,
26 Mr. Rose made a joke that Ms. Stone would be escorted out of a high-end hotel for not being classy
27 enough to be there. During another team meeting, Mr. Rose made a comment that a senior living
28 property that was under review was full of divorcees implying that this was a good fit for Ms. Stone.

1 Remarking on a meal that Ms. Stone was preparing for the holidays, Mr. Rose asked Ms. Stone if she
2 “ever cooked anything actually Mexican”? Mr. Rose told Ms. Stone that she “asked too many questions”
3 and “nitpicked things to death”. These comments are hurtful, humiliating, offensive and inappropriate
4 causing Ms. Stone to suffer from severe anxiety as she was made to feel ashamed for being Mexican,
5 female, and divorced.

6 30. Invesco is a male dominated firm and the 17-person debt team that Mr. Rose manages is
7 mostly comprised of men representing roughly 70%. Ms. Stone has reason to believe that she was
8 discriminated against by Mr. Rose based on her gender. Mr. Rose has a demonstrated history of
9 discrimination against women. Ms. Stone knows of at least three other women at the firm who suffered
10 disparate treatment based on their gender and age due to the oppressive and misogynistic environment
11 Defendant’s created.

12 31. All terminations that occurred during Ms. Stone’s tenure were women, which is
13 unnaturally skewed given the fact that the team is mostly comprised of men.

14 32. On January 9, 2024, Mr. Rose met with Ms. Stone to discuss her performance and
15 compensation. Mr. Rose stated that Ms. Stone did not achieve her goals despite Ms. Stone making
16 significant progress on the “new goals” and completion of the original goals established in March 2023.

17 33. Mr. Rose informed Ms. Stone of an impending performance improvement plan (“PIP”)
18 and a severe reduction in compensation for the year of \$175,000.00. Ms. Stone’s agreed upon
19 compensation package at Invesco was comprised of the following items: annual base salary of
20 \$250,000.00, annual bonus of 75-100% of base salary (approximately \$200,000.00 to \$250,000.00), and
21 two long term awards totaling \$100,000.00 (a long-term award of \$50,000.00 and an annual fund deferral
22 award of \$50,000.00). In total Ms. Stone’s compensation package totaled \$550,000.00-\$600,000.00
23 annually. This compensation package was agreed to in a written compensation letter with clear
24 minimums defined in terms of base, bonus and long-term awards. Thus, Invesco was cutting Ms. Stone’s
25 earned compensation by 58% violating the terms of the compensation letter.

26 34. Furthermore, a male colleague, Steve Chung (“Chung”), working on another fund and he
27 was not terminated or placed on a PIP while that Fund performed significantly worse compared to the
28 fund that Ms. Stone was managing.

35. Ms. Stone has reason to believe that she is the victim of retaliation for reporting wage concerns following the January 9, 2024, meeting where Mr. Rose informed Ms. Stone of severe under compensation without just cause.

36. Ms. Stone complained about the metrics used to judge her performance and identified factors that unfairly skewed Ms. Stone's performance metrics. Ms. Stone asked Mr. Rose to please reconsider the PIP. Rose said that he was not changing his mind and moved forward with placing Ms. Stone on a PIP.

37. On February 2, 2024, Ms. Stone spoke with HR and asked for advice on how to handle Mr. Rose dismissing Ms. Stone's concerns, the PIP discrepancies, and Defendants' wage changes. HR responded that the PIP was her manager's discretion and dismissed Ms. Stone's concerns. Defendants took no action regarding Ms. Stone's complaints.

38. On February 14, 2024, Ms. Stone spoke to Bert Crouch ("Crouch"), Mr. Roses's direct report and Head of NA Real Estate, and asked him to reconsider placing Ms. Stone on a PIP and mentioned her wage concerns. Mr. Crouch emphasized that it was Mr. Rose's decision and dismissed Ms. Stone's concerns.

39. Mr. Rose was under pressure to reduce the headcount of Invesco because of the struggling business. Ms. Stone as the female over 40, Mr. Rose considered her to be the most expendable.

40. Invesco discriminated against Ms. Stone on the basis of her gender by placing Ms. Stone on a PIP and ultimately terminating her.

41. Ultimately, Invesco provided Ms. Stone with no severance package due to her being on a PIP.

42. Invesco placed Ms. Stone on a PIP as a bad faith effort to force Ms. Stone to quit her position. By forcing Ms. Stone to quit, Invesco would not have to payout Ms. Stone her earned bonus in February of 2024.

43. On March 14, 2024, Ms. Stone was notified of her wrongful termination and that her last day of work would be April 1, 2024.

44. On April 1, 2024, Ms. Stone was wrongfully terminated at the conclusion of her PIP.

45. On information and belief, Ms. Stone was the only person on her team to be placed on a

1 PIP and the only person to be terminated.

2 46. On information and belief, a younger male, Mr. Chung was assigned to Ms. Stone's fund
3 after her termination.

4 47. In violation of Cal. Gov. Code §12940, Ms. Stone was discriminated against based on
5 gender. Ms. Stone is informed and believes that other co-workers of younger age, and the male gender
6 have been given opportunities for promotion and advancement as well as her previous position.

7 48. Invesco's actions against Ms. Stone caused, and continue to cause, Ms. Stone to suffer
8 significant emotional distress and financial loss. Ms. Stone continues to experience sleeplessness,
9 anxiety, depression, loss of appetite, pulling away from friends and family, and suicidal ideation. Ms.
10 Stone intends to seek damages from Invesco under the Fair Employment and Housing Act ("FEHA") The
11 seriousness of these claims places Invesco at an elevated risk of liability for monetary damages,
12 including punitive damages.

13 ***FIRST CAUSE OF ACTION***

14 *Retaliation in Violation of FEHA*

15 *(Government Code §12940, et seq.)*

16 *(Against Defendant Invesco Ltd. Inc. and Defendant Invesco Group Services, Inc.)*

17 49. Plaintiff re-pleads, re-alleges, and incorporates by reference each allegation set forth in
18 this Complaint.

19 50. At all relevant times, the California Fair Employment & Housing Act, sections 12940, et
20 seq., was in full force and effect, and binding on Defendants.

21 51. FEHA makes it an unlawful employment practice for an employer to retaliate against an
22 employee who has opposed a forbidden practice or filed a complaint against an employer or supervisor.
23 CGC §12940(h).

24 52. Plaintiff made multiple complaints to Defendants regarding discrimination she was
25 experiencing from her manager based on Plaintiff's age, gender, and disability.
26

27 53. Defendants retaliated against Plaintiff by failing to respond to Ms. Stone's questions and
28

1 inquiries, and ultimately wrongfully terminating her.

2 54. Plaintiff was harmed.

3 55. Defendants' conduct was a substantial factor in causing Plaintiff's harm.

4 56. As a result of Defendants' discriminatory and retaliatory treatment Plaintiff suffered
5 emotional distress, anxiety, suicidal thoughts, extreme stress, chronic fatigue, crying and depression.

6 57. The conduct of Defendants and each of them as described above was malicious,
7 fraudulent, or oppressive and done with a willful and conscious disregard for Plaintiff's rights.
8 Defendants and each of them, and their agents/employees or supervisors, authorized, condoned, and
9 ratified the unlawful conduct of each other. Consequently, Plaintiff is entitled to punitive damages
10 against each of said Defendants.
11

12 ***SECOND CAUSE OF ACTION***

13 *Retaliation in Violation of Labor Code §1102.5*

14 *(Against Defendant Invesco Ltd. Inc. and Defendant Invesco Group Services, Inc.)*

15 58. Plaintiff re-pleads, re-alleges, and incorporates by reference each allegation set forth in
16 this Complaint.

17 59. At all relevant times, California Labor Code was in full force and effect, and binding on
18 Defendants.

19 60. Labor Code §1102.5 makes it an unlawful for an employer to retaliate against an
20 employee who has for disclosing information the employee reasonable believes discloses a violation of
21 state or federal statute, or a violation of or noncompliance with a local, state, or federal rule or regulation.
22

23 61. Plaintiff made multiple complaints to Defendants regarding discrimination, hostile work
24 environment, and intimidation she was experiencing from her manager, Mr. Rose.

25 62. Defendants retaliated against Plaintiff by failing to respond to Ms. Stone's questions and
26 inquiries, and ultimately wrongfully terminating her.

27 63. Plaintiff was harmed.
28

64. Defendants' conduct was a substantial factor in causing Plaintiff's harm.

65. As a direct and proximate result of the above violations, Plaintiff has suffered damages in the form of past and future wage losses, bonus losses, stock options, loss of investment opportunities, and emotional distress in an amount to be proven at trial.

66. The conduct of Defendants and each of them as described above was malicious, fraudulent, or oppressive and done with a willful and conscious disregard for Plaintiff's rights. Defendants and each of them, and their agents/employees or supervisors, authorized, condoned, and ratified the unlawful conduct of each other. Consequently, Plaintiff is entitled to punitive damages against each of said Defendants.

THIRD CAUSE OF ACTION

Retaliation in Violation of Labor Code § 98.6

(Against Defendant Invesco Ltd. Inc. and Defendant Invesco Group Services, Inc.)

67. Plaintiff re-pleads, re-alleges, and incorporates by reference each and every allegation set forth in this Complaint.

68. Cal. Lab. Code § 98.6 provides:

(a) A person shall not discharge an employee or in any manner discriminate, retaliate, or take any adverse action against any employee . . . because the employee . . . engaged in any conduct delineated in this chapter, including . . . Chapter 5 (commencing with Section 1101) of Part 3 of Division 2, or because the employee . . . or because of the exercise by the employee or applicant for employment on behalf of himself, herself, or others of any rights afforded him or her.

(b)(1) Any employee who is discharged, threatened with discharge, demoted, suspended, retaliated against, subjected to an adverse action, or in any other manner discriminated against in the terms and conditions of his or her employment because the employee engaged in any conduct delineated in this chapter, including . . . Chapter 5 (commencing with Section 1101) of Part 3 of Division 2 . . . shall be entitled to reinstatement and reimbursement for lost wages and work benefits caused by those acts of the employer.

69. Defendants were Plaintiff's employer, and Plaintiff was Defendants' employee.

70. Plaintiff made multiple complaints to Defendants regarding discrimination, hostile work environment, and intimidation she was experiencing from her manager based on Plaintiff's age, gender.

71. Defendants retaliated against Plaintiff by failing to respond to Ms. Stone's questions and inquiries, and ultimately wrongfully terminating her.

72. Plaintiff was harmed.

73. Defendants' conduct was a substantial factor in causing Plaintiff's harm.

74. Pursuant to Cal. Lab. Code § 98.6(b)(3), Defendants are liable to Plaintiff for a civil penalty of ten thousand dollars (\$10,000) for each violation.

75. The conduct of Defendants and each of them as described above was malicious, fraudulent, or oppressive and done with a willful and conscious disregard for Plaintiff's rights. Defendants and each of them, and their agents/employees or supervisors, authorized, condoned, and ratified the unlawful conduct of each other. Consequently, Plaintiff is entitled to punitive damages against each of said Defendants.

FOURTH CAUSE OF ACTION

Age Discrimination in Violation of FEHA

(Government Code § 12940, et seq.)

(Against Defendant Invesco Ltd. Inc. and Defendant Invesco Group Services, Inc.)

74. Plaintiff re-pleads, re-alleges, and incorporates by reference each and every allegation set forth in this Complaint.

75. Government Code section 12940(a) provides in relevant part:

It is an unlawful employment practice. . . (a) [f]or an employer, because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status of any person, to refuse to hire or employ the person or to refuse to select the person for a training program leading to employment, or to bar or to discharge the person from employment or from a training program leading to employment, or to discriminate against the person in compensation or in terms, conditions, or privileges of employment.

76. At all times herein mentioned, Government Code § 12940, et seq. was in full force and effect and binding upon Defendants, and each of them. These laws make it an unlawful employment practice to discriminate against any employee on the basis of her age.

1 77. Defendants were Plaintiff's employer.

2 78. Plaintiff was a female over the age of 40.

3 79. Plaintiff was able to perform the essential job duties of Plaintiff's position.

4 80. Throughout the period of Plaintiff's employment, Plaintiff was discriminated against by
5 reason of her age, and was subjected to harassment, discrimination and retaliation by Defendants.

6 81. Defendants wrongfully discriminated against Plaintiff based on her age.

7 82. Defendants gave employees of the younger age more work opportunities and promotions
8 than they offered or allowed for Plaintiff.

9 83. Upon information and belief, Plaintiff knows of at least three other women at the firm
10 who suffered disparate treatment based on their gender and age due to the oppressive and misogynistic
11 environment the Defendants' created. Such actions were in direct violation of Government Code Section
12 12940 and were done with the intent of depriving Plaintiff of her rights to equal employment opportunity
13 and for the purpose of depriving Plaintiff of the benefits of her employment.

14 84. Defendants engaged in the aforementioned unlawful actions, including but not limited to
15 discrimination, harassment and retaliation on the basis of Plaintiff's age.

16 85. Despite being aware of the discriminatory treatment of Plaintiff, Defendants failed to take
17 any steps to prevent or correct the misconduct.

18 86. Plaintiff believes and alleges that Plaintiff's age, gender, and disability were a substantial
19 and determining factor in Defendants' decision to terminate Plaintiff's employment.

20 87. Defendants' termination of Plaintiff as alleged in this complaint constitutes an
21 unlawful employment practice in violation of Cal. Gov. Code § 12940(a).

22 88. As direct, foreseeable, and proximate results of Defendants' discriminatory acts, Plaintiff
23 has suffered and continues to suffer substantial losses in earnings and job benefits, and has suffered and
24 continues to suffer humiliation, embarrassment and mental and emotional distress, and discomfort, all to
25 Plaintiff's damage in an amount to be proven at trial.

26 89. Under Government Code section 12940, Plaintiff is entitled to recover Plaintiff's
27 economic and noneconomic damages caused by Defendants' unlawful practices. Plaintiff is also entitled
28 to reasonable attorney's fees and costs pursuant to Government Code section 12965.

 90. The conduct of Defendants and each of them as described above was malicious, fraudulent,

1 or oppressive and done with a willful and conscious disregard for Plaintiff's rights. Defendants and each
2 of them, and their agent/employees or supervisors, authorized, condoned, and ratified the unlawful conduct
3 of each other. Consequently, Plaintiff is entitled to punitive damages against each of said Defendants.

4 ***FIFTH CAUSE OF ACTION***

5 *Gender/Sex Discrimination in Violation of FEHA*

6 *(Government Code § 12940, et seq.)*

7 *(Against Defendant Invesco Ltd. Inc. and Defendant Invesco Group Services, Inc.)*

8 91. Plaintiff re-pleads, re-alleges, and incorporates by reference each and every allegation set
9 forth in this Complaint.

10 92. Government Code section 12940(a) provides in relevant part:

11 It is an unlawful employment practice . . . (a) [f]or an employer,
12 because of the . . . sex, gender . . . of any person . . . to discharge the person
13 from employment . . . or to discrimination against the person in
14 compensation or in terms, conditions, or privileged of employment.

15 93. Plaintiff is female.

16 94. Plaintiff was subjected to unwelcome gender discrimination.

17 95. Defendants was Plaintiff's employer, and Plaintiff was Defendants' employee.

18 96. Plaintiff was constantly harassed by her male manager. This harassment included ignoring
19 and dismissing Plaintiff, making derogatory comments and inappororiate jokes at the expense of the
20 Plaintiff, providing unclear performance goals, placing her on a PIP, and giving her position to a younger
21 male colleague.

22 97. Throughout her employment, Plaintiff made multiple complaints to Defendants about the
23 harassment and discrimination she received from her male manager. Despite Plaintiff's complaints of the
24 harassment, Defendants did not remedy the situation.

25 98. Plaintiff suffered harm when she was discriminated against by Defendants.

26 99. Defendants' conduct was a substantial factor in causing Plaintiff's harm.

27 100. Under Government Code section 12940, Plaintiff is entitled to recover economic and
28 noneconomic damages caused by Defendants' discriminatory practices based on Plaintiff's gender and

violation of the Fair Employment and Housing Act. Plaintiff is also entitled to reasonable attorney's fees and costs pursuant to Government Code section 12965.

101. As a result of Defendants' discriminatory treatment Plaintiff suffered emotional distress and felt humiliated, embarrassed, anxious, and depressed.

102. The conduct of Defendants and each of them as described above was malicious, fraudulent, or oppressive and done with a willful and conscious disregard for Plaintiff's rights. Defendants and each of them, and their agents/employees or supervisors, authorized, condoned, and ratified the unlawful conduct of each other. Consequently, Plaintiff is entitled to punitive damages against each of said Defendants.

SIXTH CAUSE OF ACTION

Hostile Work Environment Harassment in Violation of FEHA

(Government Code § 12940, et seq.)

(Against All Defendants)

103. Plaintiff re-pleads, re-alleges, and incorporates by reference each and every allegation set forth in this Complaint.

104. Defendants, and each of them, either individually and/or through their agents, engaged in the foregoing conduct, which constitutes a pattern and practice of hostile work environment harassment in violation of Government Code sections 12940(j), which provides that harassment of employees is an unlawful employment practice.

105. Plaintiff endured harassing conduct by Defendants and/or Defendant's manager's that took place throughout Plaintiff's working environment.

106. Plaintiff considered the work environment to be hostile or abusive towards people with over the age of 40, and are of the female gender.

107. Plaintiff's manager engaged in the conduct.

108. Defendants knew or should have known of the conduct and failed to take any corrective action whatsoever, let alone immediate appropriate corrective action.

109. The above-described acts and conduct by Defendants proximately caused Plaintiff damages and injury in an amount to be proven at trial.

110. The conduct of Defendants and each of them as described above was malicious, fraudulent, or oppressive and done with a willful and conscious disregard for Plaintiff's rights. Defendants and each of them, and their agents/employees or supervisors, authorized, condoned, and ratified the unlawful conduct of each other. Consequently, Plaintiff is entitled to punitive damages against each of said Defendants.

SEVENTH CAUSE OF ACTION

Failure to Prevent Discrimination and Harassment in Violation of FEHA

(Government Code § 12940, et seq.)

(Against Defendant Invesco Ltd. Inc. and Defendant Invesco Group Services, Inc.)

111. Plaintiff re-pleads, re-alleges, and incorporates by reference each and every allegation set forth in this Complaint.

112. Government Code section 12940(m)(2) provides in relevant part:

It is an unlawful employment practice . . . (k) For an employer . . . to fail to take all reasonable steps necessary to prevent discrimination and harassment from occurring.

113. Defendants wrongfully failed to take all reasonable steps necessary to prevent harassment and discrimination of Plaintiff based on Plaintiff's age, and gender.

114. Plaintiff suffered and continues to suffer harm as a result of Plaintiff's treatment by Defendants.

115. Defendants' conduct was a substantial factor in causing Plaintiff's harm.

116. Under Government Code section 12940, Plaintiff is entitled to recover Plaintiff's economic and noneconomic damages caused by Defendants' unlawful practices. Plaintiff is also entitled to reasonable attorney's fees and costs pursuant to Government Code section 12965.

117. The conduct of Defendants and each of them as described above was malicious, fraudulent, or oppressive and done with a willful and conscious disregard for Plaintiff's rights.

1 Defendants and each of them, and their agents/employees or supervisors, authorized, condoned, and
2 ratified the unlawful conduct of each other. Consequently, Plaintiff is entitled to punitive damages
3 against each of said Defendants.

4 ***EIGHTH CAUSE OF ACTION***

5 *Intentional Infliction of Emotional Distress*

6 *(Against Defendant Charlie Rose)*

7 118. Plaintiff re-pleads, re-alleges, and incorporates by reference each and every allegation set
8 forth in this Complaint.

9 119. Defendant's treatment of Plaintiff as discussed supra, exceeds the bounds of decency, is
10 intolerable within our civilized community, and is therefore outrageous.

11 120. Defendant's actions, as discussed supra, were intended to cause Plaintiff to suffer the
12 resulting emotional distress.

13 121. The conduct of Defendant was a substantial factor in causing Plaintiff emotional distress,
14 including but not limited to, anxiety, suicidal thoughts, extreme stress, chronic fatigue, crying and
15 depression.

16 122. Plaintiff was harmed.

17 123. Defendant's conduct was a substantial factor in causing Plaintiff's harm.

18 124. The conduct of Defendant as described above was malicious, fraudulent, or oppressive
19 and done with a willful and conscious disregard for Plaintiff's rights. Defendant and each of them, and
20 their agents/employees or supervisors, authorized, condoned and ratified the unlawful conduct of each
21 other. Consequently, Plaintiff is entitled to punitive damages against each of said Defendants.

22 ***NINTH CAUSE OF ACTION***

23 *Wrongful Termination in Violation of Public Policy*

24 *(Against Defendant Invesco Ltd. Inc. and Defendant Invesco Group Services, Inc.)*

25 125. Plaintiff re-pleads, re-alleges, and incorporates by reference each and every allegation set
26 forth in this Complaint.

27 126. Art. I, § 8, of the California Constitution provides that a person may not be disqualified
28

1 from pursuing a profession or employment because of their age or race.

2 127. At all times herein mentioned in this complaint, California Government Code Section
3 12940 (a), was in full force and effect and were binding on the Defendants and the Defendants were
4 subject to their terms, and therefore Defendant was required to refrain from violations of public policy,
5 including discrimination based on age, gender, and race in violation of FEHA and in retaliation for
6 complaining of said discrimination.

7 128. Defendants were Plaintiff's employer, and Plaintiff was Defendants' employee.

8 129. Defendant terminated Plaintiff in violation of Plaintiff's rights and public policy.

9 130. Plaintiff is informed and believes and thereon alleges that his protected status (age/gender)
10 and/or her protestation against being discriminated against based on said protected status as alleged
11 above, were, in part, factors in Defendants' decision to terminate Plaintiff's employment.

12 131. Plaintiff was harmed.

13 132. Defendants' conduct was a substantial factor in causing Plaintiff's harm.

14 133. As a proximate result of Defendants' conduct, Plaintiff has suffered special damages in the
15 form of lost earnings, benefits and/or out of pocket expenses in an amount according to proof at the time
16 of trial. As a further direct and proximate result of Defendants' conduct, Plaintiff will suffer additional
17 special damages in the form of lost future earnings, benefits and/or other prospective damages in an
18 amount according to proof at the time of trial.

19 134. As a further direct and proximate result of Defendants' conduct, Plaintiff has suffered loss
20 of financial stability, peace of mind and future security, and has suffered embarrassment, humiliation,
21 mental and emotional pain and distress and discomfort, all to his detriment and damage in amounts not
22 fully ascertained but within the jurisdiction of this court and subject to proof at the time of trial.

23 135. In violation of public policy, Defendants terminated Plaintiff because she is 45-year-old
24 female who was wrongfully terminated, despite the fact that Defendants knew that Plaintiff was
25 experienced and able to perform the essential functions of his position and had done so since 2022 as a
26 Co-Portfolio Manager of Invesco Commercial Real Estate Finance Trust.

27 136. The conduct of Defendants as described above was malicious, fraudulent, or oppressive
28 and done with a willful and conscious disregard for Plaintiff's rights. Defendant and each of them, and

1 their agents/employees or supervisors, authorized, condoned and ratified the unlawful conduct of each
2 other. Consequently, Plaintiff is entitled to punitive damages against each of said Defendants.

3 ***TENTH CAUSE OF ACTION***

4 ***Breach of Contract***

5 ***(Against Defendant Invesco Ltd. Inc. and Defendant Invesco Group Services, Inc.)***

6 137. Plaintiffs re-plead, re-allege, and incorporate by reference each and every allegation set
7 forth in this Complaint.

8 138. In or around November 2022, Plaintiffs and Defendant entered into an employment
9 contract comprised of a compensation letter.

10 139. Plaintiffs performed all, or substantially all, of the significant things that the contract
11 required, except those obligation Defendant excused or prevented Plaintiffs from performing.

12 140. Defendant breached the written contract by placing Plaintiff on a PIP with severe
13 reduction in compensation, going against the compensation letter signed at employment.

14 141. Defendant breached the written contract by reducing Plaintiff's compensation for the year
15 by \$175,000.00 when her agreed upon compensation package at Invesco was comprised of the following
16 items: annual salary of \$250,000.00, annual bonus of 75-100% of base salary (approximately
17 \$200,000.00 to \$250,000.00), and two long term awards totaling \$100,000.00 (a long-term award of
18 \$50,000.00 and an annual fund deferral award of \$50,000.00). In total, Ms. Stone's compensation
19 package was \$550,000.00-\$600,000.00 annually.

20 142. The compensation outlined in the compensation letter had established a clear minimum
21 annual bonus of 75% of base salary or \$200,000.00. Invesco only paid \$125,000.00 violating the terms of
22 this agreement. Additionally, the long term awards were not tied to performance goals and were
23 eliminated entirely prior to Ms. Stone's termination, which is evidence of the fact that Defendants never
24 intended to keep Ms. Stone on the team and pay her earned compensation even though she successfully
25 completed all tasks outlined in the PIP. This was a clear intimidation tactic to get her to quit so
26 Defendants could also avoid paying out her earned bonus.

27 143. Thus, Invesco breached the written contract by cutting Ms. Stone's earned compensation
28

1 by 58%.

2 144. As a direct and proximate result of Defendant's actions, Plaintiffs were harmed.

3 145. Defendants' breach of the contract was a substantial factor in causing Plaintiff's harm.

4 146. As a direct and proximate result of Defendant's conduct, Plaintiffs have been harmed in
5 the form of past and future wage losses, lost benefits, and other pecuniary losses in an amount to be
6 proven at trial.

7 ***ELEVENTH CAUSE OF ACTION***

8 *Defamation in Violation of Labor Code § 44 and § 46(3)*

9 *(Against All Defendants)*

10 147. Plaintiffs re-plead, re-allege, and incorporate by reference each and every allegation set
11 forth in this Complaint.

12 148. Labor Code § 44 provides:

13 Defamation is affected by either of the following:

14 Libel.

15 Slander.

16 149. Labor Code § 46(3) provides:

17 Tends directly to injure him in respect to his office, profession, trade or
18 business, either by imputing to him general disqualification in those
19 respects which the office or other occupation peculiarly requires, or by
imputing something with reference to his office, profession, trade, or
business that has a natural tendency to lessen its profits;

20 150. Defendant Invesco Ltd. And Defendant Invesco Group Services, Inc. allowed Ms. Stone's
21 reputation to be damaged as a result of her reporting inaccurate performance calculations.

22 151. Defendant Rose's attitude towards Ms. Stone soured after she reported the potential fraud.
23 Mr. Rose accused Ms. Stone of duplicating efforts, amongst other retaliatory behavior. Unbeknownst to
24 Ms. Stone, Mr. Rose submitted a different performance review for Ms. Stone that there were "goals that
25 had not been met" after he gave feedback that she was performing well.

26 152. The statements were a substantial factor in causing Plaintiff's harm.

27 153. Plaintiff suffered harm to her profession, occupation, and reputation as a result of
28

Defendants defamation.

154. As a direct, foreseeable, and proximate result of Defendants' defamation, Plaintiff suffered and continue to suffer humiliation, embarrassment, mental and emotional distress, and discomfort, all to Plaintiff's damages in an amount to be proven at trial.

155. Defendants acted with malice, knowing the statements would harm, and intending for the statements made to other people to harm Plaintiff's profession, occupation, reputation.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays for judgment against the Defendants, and each of them, as follows:

1. Compensatory damages including emotional distress damages and lost wages, benefits and interest in a sum according to proof;
2. Interest on judgment, including prejudgment interest, at the legal rate;
3. Punitive damages against Defendant in a sum according to proof;
4. Attorney's fees and costs; and
5. For any further legal and equitable relief, the Court deems proper.

Dated: February 4, 2025.

RATNER MOLINEAUX, LLP



David S. Ratner
Shelley A. Molineaux
Attorneys for Plaintiff *Nina Stone*

DEMAND FOR JURY TRIAL

Plaintiff hereby demands trial of his claims by jury to the extent authorized by law.

Dated: February 4, 2025.

RATNER MOLINEAUX, LLP



David S. Ratner
Shelley A. Molineaux
Attorneys for Plaintiff *Nina Stone*